

## **EXHIBIT 5**

# Fisher Broyles

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April 12, 2023

## **VIA USPS PRIORITY MAIL**

Global Deli Networks, Inc.

Attn: Haresh Patel

213 Taylor Ridge Road

Montgomery, Alabama 36116

[globaldelinetwork@gmail.com](mailto:globaldelinetwork@gmail.com)

## **NOTICE OF TERMINATION**

Re: American Deli International, Inc. Franchise Agreement dated October 5, 2019 (the “Franchise Agreement”), between American Deli International, Inc. (the “Franchisor”) and Global Deli Network, Inc. (“Global Deli”)

Dear Mr. Patel:

As you know, we represent the Franchisor in connection with the Franchise Agreement. We write to notify Global Deli of the termination of the Franchise Agreement by the Franchisor due to numerous material breaches of the terms of the Franchise Agreement by Global Deli.

As explained in the Notice of Default sent to Global Deli on March 21, 2023, Global Deli has failed to (i) report its total gross sales to American Deli, (ii) pay all royalty or marketing fund amounts due to American Deli, or (iii) comply with a multitude of operational standards, including, without limitation, by using an unauthorized POS system from September 1, 2020, through December 31, 2022. Accordingly, Global Deli has breached at least Sections 4.2(a), 7.5(f), 7.6, 8.4(b), and 11.2 of the Franchise Agreement.

Although Global Deli remains in default pursuant to Sections 16.2(j) and (n) of the Franchise Agreement, Global Deli has failed to cure these defaults within the required time period under the terms of the Franchise Agreement. Pursuant to Section 16.2 of the Franchise Agreement, Global Deli is hereby notified that the Franchise Agreement is terminated as a result of multiple past and ongoing material defaults, effective immediately upon receipt of this Notice of Termination.

Global Deli’s post-termination obligations are set forth in Item 17 of the Franchise Agreement, which, among others, provide that Global Deli must cease operation of the Restaurant, discontinue all use of trade names, trademarks, service marks, signs, forms of advertising and indicia of any association with Franchisor or of your operation of the Restaurant, cancel all assumed names, pay any outstanding monetary obligations, return the operations manual and other proprietary/marketing information and assign all telephone

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numbers. Please review Item 17 in the Franchise Agreement for Global Deli's complete obligations. Compliance with all of these obligations is hereby demanded.

Global Deli also is required to abide by the non-confidentiality provisions as well as the non-competition provisions in Item 10 of the Franchise Agreement. Specifically, Section 10.3(b) of the Franchise Agreement requires that Global Deli refrain from entering into competition with American Deli for a period of three years within the geographic area and scope of activities set forth in that section.

The Franchisor intends to notify the landlord, Jamie E. Etheridge, of the termination of the Franchise Agreement and exercise its right to assume the lease for the Restaurant, including pursuant to Section 17.11 of the Franchise Agreement.

The foregoing is neither intended nor should it be construed as an exhaustive statement of the facts and matters at issue, nor of Global Deli's breaches and defaults of the Franchise Agreement, nor of American Deli's claims or defenses regarding any of Global Deli's breaches or defaults of the Franchise Agreement. Nothing in this letter should be construed as a waiver or relinquishment of any claim, right, defense or remedy that American Deli may have with respect to this or any other matter, either under the Franchise Agreement or otherwise, all of which claims, rights, defenses and remedies are expressly reserved.

Pursuant to O.C.G.A. § 13-1-11, the Franchisor notifies Global Deli that the provisions in the Franchise Agreement relative to the payment of reasonable attorney's fees and costs in addition to the principal and interest shall be enforced and that Global Deli has ten (10) days from the receipt of this letter to pay the principal and interest owed without the attorney's fees or costs. If Global Deli shall pay the principal and interest in full before the expiration of such time, then the obligation to pay the attorney's fees shall be void. Please contact us for a calculation of the principal and interest owed to the Franchisor under the Franchise Agreement.

If you have any questions or would like to discuss any of the issues raised above, please contact us. However, the Franchisor intends to vigorously protect its legal rights under the Franchise Agreement and applicable law, if necessary. We look forward to the prompt resolution of this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Vt Bush", written in a cursive, stylized script.

Vincent Bushnell